STANDARD CONTRACT FORM

Goods and Non-Professional Services

1. Agency Contract Number	2. Contract Title		3. Financial Coding	4. Agency Ass	signed Encumbrance Number	
RFP 2011-0400-9805	Warrant Redemptio	n Services				
5. Vendor Number 6. Project/Case Number			7. Alaska Business License Number 254794			
This contract is between the	State of Alaska,					
8. Department of Division		Division Treasury		herea	hereafter the State, and	
9. Contractor				>		
Key Bank, National Asso	ociation				hereafter the Contractor	
Mailing Address	Street or P.O. Bo	x	City	State	ZIP+4	
608 108 th Avenue, NE			Bellevue	WA	98004	
ARTICLE 2. Performar				part of it.		
2.2 Appendix 2.3 Appendix	x A ¹ (General Conditions), Itei x B sets forth the liability and x C sets forth the scope of wo Performance: The period of	insurance provision rk/services to be p	ns of this contract. erformed by the contractor.	11	, and	
	ne 30, 2016 with two (2) one (- · · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·		
\$ <u>2,500,0</u>	nsideration of the contractor's	in accord	ance with the provisions of A	Appendix D.	sum not to exceed	
11. Department of		TA	ttention: Division of			
Revenue		-	Treasury			
Mailing Address			ttention:			
PO Box 110406, Juneau, AK 99811-0406			Bronze Ickes			
12. C	ONTRACTOR	1	3. CON	ITRACTING AGENCY		
Name of Firm		D	epartment/Division			
Key Bank N.A.			Revenue/Treasury			
Signature of Authorized Represe	ntative	Si	gnature of Produrement Offic			
Typed or Printed Name of Author	ized Representative	Ty	ped or Printed Name of Proc	urement Officer		
Kim Monson, Sr. Vice President			Michelle Prebula, Cash Manager			

Date

SCF.DOC

Date

APPENDIX A1

GENERAL CONDITIONS

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2. Suitable Materials, Etc.

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

3. Disputes:

Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

8. Payment of Taxes:

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance:

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, license, permits and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law the General Conditions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure:

(Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

15. Contract Extension:

Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. Severability:

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

APPENDIX B¹ INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a notice of cancellation, nonrenewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

- **2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- **2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.
- **2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

APPENDIX C SCOPE OF SERVICES

KeyBank ("Contractor") shall provide warrant redemption and related services as described in the State of Alaska ("State") Request for Proposals and Contractor's proposal (both incorporated by reference as part of this contract.) At the specific direction of the Cash Management Section of the Treasury Division, the Contractor will provide services that include, but are not limited to the following:

1. Warrant Processing

The Contractor will act as the State's clearing bank and redeem, process and record all state warrants and provide payment to the presenting financial institution. The Contractor shall provide the dollar amount for each presenter to the State each business day by 6 AM Alaska Prevailing Time (APT), providing it is made available by the presenting agent. Warrants not included in this presentment will not be charged to the State's account that business day.

A confirmation of the warrants processed must be provided to the State by no later than 1:00 pm APT each day. Individual confirmations, for both the Treasury and Labor presentments, will include the date, dollar amount and number of warrants processed. The dollar amount and item count should match the totals for the paid warrant data transmission.

Contractor must provide the State with daily electronic files of Treasury and Labor warrant data. These files should include redemption date, warrant number, amount and contractor assigned trace number for each warrant. These files must be transmitted and received at the State's main data center and the Labor data center by 1:00 pm APT.

2. Bank Accounts

The Contractor shall maintain for the State, demand deposit and compensating balance accounts to be used for the payment of State warrants and other purposes.

The State will initiate Fedwires and Automated Clearing House (ACH) transactions to and from these accounts. The frequency may range from daily to monthly, depending on the account and the demand.

3. Funding Warrants

Each business day, the State will fund the total amount of the warrants cleared that day, with the exception of State holidays that are not also Federal Reserve holidays, including, but not limited to, Seward's Day and Alaska Day. Any warrant charges for these holidays will not be funded until the next business day. The State will pay any negative collected fees incurred for those unfunded presentments.

The warrants will be funded from a variety of sources, including Fedwires and ACH transactions from other banks.

Any adjusting credits or debits will be posted to the warrant funding account(s).

4. Exception Processing

The State will reconcile the daily file of all warrants presented from the bank with the State's file of warrants issued, in a positive pay process, using payee positive pay where able.

The State will review the exceptions noted on the Next Day Positive Pay Report provided electronically by the bank and make decisions regarding exception items by the 1:00 PM APT. The Contractor will issue a credit in the amount of the total rejected items reported that same day.

The Contractor will either reprocess the warrant, if the rejection occurred due to a verification problem, or return the warrant to the originating financial institution, if the warrant has been cancelled, stop paid or stale dated.

Occasionally, the State will submit to the Contractor reports of forgery cases, items not endorsed as drawn, and encoding errors on previously redeemed items which must also be adjusted by the Contractor. The Contractor will credit the respective warrant clearing account upon receipt of the report and return a copy of the credit adjustment to the State.

5. Warrant Repairs

Any warrant with an impaired and unreadable Magnetic Ink Character Recognition (MICR) line will be repaired and reprocessed by the Contractor in order for the data to be captured via automated data capture equipment.

If the daily reject rate of presented items exceeds 1%, the Contractor may charge a fee for all rejected items in excess of the 1% acceptable rate as long as the following report is provided to the State with the required data within the required time frame. For any day that the reject rate exceeds 1%, the Contractor must provide the State with a daily report listing all encoding problems by warrant class, the total percentage reject rate for each class, and enough information about the encoding problems to enable the State to take corrective action to improve the quality of the warrant print process. The Contractor must provide this report by the end of the next business day, so that the State may take immediate action to correct any significant printing problems.

If the daily reject rate does not exceed 1% at any time during a given month, the Contractor must still provide the State with a monthly report of encoding problems. This monthly report must list all encoding problems by warrant class and include a total percentage reject rate for each class. This report must provide enough information about the encoding problems to enable the State to take corrective action to improve the quality of the warrant print process. The Contractor must provide this report within 5 business days of the end of the month.

6. Collection Items

The Contractor will be responsible for accepting and processing State warrants submitted on collection. Warrants submitted on collection cannot be charged separately against a warrant clearing account for payment. These items must be processed in the same manner as all other warrants.

7. Warrants and Images

Contractor will retain actual warrants or Image Replacement Documents (IRDs) in processing date order for a period of 90 days, after which physical warrants are to be destroyed. The Contractor will provide images of the front and back of each business days paid warrants via a long term archival system such as the Internet or some imaging system. The State requires a central master record of all images of redeemed State warrants; in addition to records segregated by specific warrant classes for certain State agencies. Regardless of the delivery system, the State has a required retention period of 7 years and must be able to access redeemed item images for that period of time.

8. Reporting

In addition to the daily notifications described above, the State requires a daily report in BAI2 format of the account balance information and detail transaction activity for all State bank accounts. The information includes balance data, float information, and detail debit and credit activity. This report should be made available to the State or their designee via a secure file transmission prior to 7:30 am APT each day. If the State notifies the Contractor that it is not able to pick up the daily file due to technical difficulties or an emergency, the Contractor will retain the file(s) until such a time that the State can resume normal operations.

The contractor will provide the State Department of Labor (DOL) a separate daily report in BAI2 format for the DOL bank accounts.

The Contractor will provide the specialized WIC processing services as outlined in the RFP and further defined in the proposal. The WIC program will be billed monthly on a separate analysis for their processing services. The AKWIC

system is scheduled for replacement in 2012 and the Contractor will work with the State to implement changes to the bank interface transmissions.

The State will require monthly individual and consolidated account analyses for all Treasury accounts, for all Labor accounts, for All Child Support Accounts, and all Women, Infants and Children (WIC) program accounts.

9. Collateralization

All State deposits maintained with the Contractor must be collateralized to the extent that they exceed insurance coverage provided by the Federal Deposit Insurance Corporation (FDIC), according to Alaska Statute and State Investment Policies and Procedures collateral requirements.

Acceptable collateral is currently defined as U.S. Treasury Bonds, Notes, Bills and debt securities guaranteed by the U.S. or its agencies or instrumentalities as follows:

- a) Debt securities of the Federal Farm Credit System
- b) Debt securities of the Federal Home Loan Banks
- c) Debt securities of the Federal National Mortgage Association ("Fannie Mae")
- d) Debt securities of the Government National Mortgage Association (Ginnie Mae")
- e) Debt securities of the Federal home Loan Mortgage Corporation ("Freddie Mac")

These securities must be marked to market at least monthly, AAA rated senior debt that is non-callable. If mortgages are held, they must be TBA deliverable.

An eligible trustee holds the pledged assets for safekeeping. The State requires its depository banks to collateralize State deposits at a level of 110% of the amount that they exceed insurance coverage provided by the Federal Deposit Insurance Corporation (FDIC). Separate tri-party agreements for Treasury and Labor accounts will be executed between the State, the Contractor, and an eligible trustee who agrees to safekeep the pledged securities. The Contractor shall pay all collateralization expenses incurred with the trustee.

10. Negative Collected Balance

The intent of the State is to maintain a positive collected balance in all accounts. However, there will be occasions when an account will become overdrawn. Upon discovery of an overdrawn account, the State will deposit funds to eliminate the negative collected balance.

11. Other Services

The description of services in this contract is not meant to preclude the use of new technologies as they are developed, such as, Electronic Bank Account Maintenance (EBAM), electronic delivery of analysis statements via EDI 822, same day ACH, enhancements or changes in image archiving.

12. Confidentiality

All information each party receives from or respecting the other in the performance of this agreement shall be received in confidence and shall not be disclosed to any other person except as such disclosure may be required by law or expressly permitted in writing by the other party.

13. Termination

The Project Director or Contractor, by 120 days' written notice to the other party, may terminate this contract, in whole or in part. The State is only liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination. In the event that the 120-day notice period does not afford the State sufficient time to transition the services provided under this Agreement to another contractor, Contractor shall continue to provide the services after expiration of the 120-day period on a month to month basis applying the same terms and conditions until the transition to a new contractor is completed.

APPENDIX D PAYMENT FOR SERVICES

1. Method of Payment

For the purpose of compensating the Contractor for services performed for all Treasury and Labor accounts, the State will use a combination of compensating balances and direct payments. The State will use its best efforts to maintain a level of compensating balances that will generate an earnings allowance equal to the cost of services at the close of each calendar year. However, due to fluctuations in the earnings rate, and the volume of services provided, the State will be unable to reach a net zero funding position.

The Contractor agrees to carry forward to the new calendar year a reasonable amount not to exceed \$10,000 net of all cumulative fees vs. Earnings Credit Allowances for all Treasury accounts combined.

For the purpose of compensating the Contractor for services performed for the Department of Labor and Child Support Services Division (CSSD) accounts, the State will use a combination of compensating balances and direct payments.

For the purpose of compensating the Contractor for services performed for WIC processing services, the State will make direct payments.

2. Compensating Balance Account

The Contractor shall make available an account in which the State may maintain compensating balances. Earnings credits accruing on this account will offset fees accrued on the Treasury accounts. No reserve requirement is currently applied on this account prior to the calculation of earnings credits, therefore earnings credits shall accrue on the entire positive collected balance of the account.

The State will require the use of a compensating balance (savings) type account for the purpose of generating earnings credit. No reserve requirement shall be applied on this account prior to the calculation of earning credits, therefore earnings credits shall accrue on the entire positive collected balance of the account.

3. Earnings Credit Allowance

The earnings credit allowance will be calculated monthly using the following formula and will be reported by the Contractor, along with any adjustments, on the account analyses:

$$EC = CB \times ECR \times (D/365)$$

where:

EC = Earnings Credit

CB = The average daily positive collected balance for the month.

ECR = The Earnings Credit Rate which is defined as .50% minimum or any higher rate available.

D = Number of days in the month.

The contractor will pay the minimum ECR of .50% (.0050) on deposited balances unless a higher standard rate is offered. If a higher standard rate is offered it will be paid in lieu of the minimum defined ECR. A higher standard rate will be quantified by comparison to a standard benchmark defined as the Bond Equivalent Yield (BEY) of the 90 day U.S.Treasury Bill based on the last full week's auction of the current month plus 15 basis points.

4. Uncollected Funds Charge

A service charge for uncollected funds will be charged for any day(s) when an account has a negative collected balance. The charge for uncollected funds will be calculated using the rate of .50% (.0050). No per item or per occurrence fee shall be applied. The uncollected funds charge will be calculated as follows: Uncollected Funds Charge = (Uncollected Funds Rate / 100) x [(Number of Negative Days) x (Average Daily Negative Collected Balance)] / (Number of days in the year).

5. Charges

The Contractor will assess charges for services performed that are listed in the attached Schedule of Fees.

If the State requests Contractor to perform a service that is not included in the attached Schedule of Fees, the Contractor and the State will agree on the charge to be assessed prior to the service being performed.

All fees included in the attached Schedule of Fees are fixed for the first three (3) years of the contract. Subsequent Price adjustments may be requested in accordance with section 3.10 of the RFP. Any additional costs incurred by the Contractor due to the State requiring modification to existing programs, communications services, or method of processing shall be paid by the State.

Schedule of Fees

AFP	Schedule of Fees	- CONTROL - CONT
Code	Service Description	Per Item Fee
01 00 00	Account Maintenance	5.00
01 00 20	ZBA Concentration Account	5.00
01 00 21	ZBA Subsidiary Accounts	5.00
01 03 06	Online Banking Statement	NC
01 04 06	Online Analysis Statement	NC NC
30 02 00	Online 822 Statement Per Relationship	5.00
30 00 10	EDI 822 Origination Fee	10.00
30 02 10	EDI 822 per 1000 Character Translation Fee	0.02
01 04 11	Analysis Charge Per Relationship	NC
10 02 00	Branch/Night Drop Deposits/Vault Deposits	0.15
10 00 15	Branch/Vault Deposited Cash	0.0008
10 02 00	Deposits	0.000
10 02 00	†	0.15
10 02 00	Night Drop Deposits	0.15
10 02 00 10 02 1Z		0.045
10 02 12		0.045
10 02 13		0.045
10 02 14		0.045
10 02 14	Pre-encoded Check In-District Pre-encoded Check Local RCPC	0.045
10 02 18	Electronic Item Clearing	0.045
10 02 10	Electronic Item Onus	0.005
10 02 18	Electronic Item Direct Send	0.023
10 02 10	Unencoded Check On Us	0.045
10 02 22	Unencoded Check Local City	0.045
10 02 23	Unencoded Check In-District	0.045
10 02 24	Unencoded Check Other FED	0.045
10 02 25	Unencoded Check Local RCPC	0.045
10 03 10	Canadian Deposited Item	0.045
10 04 00	Check Charge Backs (Returned Items)	2.00
10 04 02	Redeposited Returned Items	1.00
10 04 14	Online Return Item Image Report	10.00
10 99 99	Remote Deposit Capture Setup Fee	300.00
10 99 99	Remote Deposit Capture Fixed Monthly	50.00
15 00 30	Next Day Positive Pay	30.00
15 01 00	Checks Paid Over 500 items	0.04
15 01 00	Checks Paid To 500 items	0.04
15 04 10	Online Stop Payment Entry	10.00
	Stop Payments	15.00
	Bank Supplies (200 Deposit Tkts Carbonless Dup)	Cost
	Bank Supplies (Self Inking Endorsement Stamp)	Cost
	Image Long-Term Maintenance per account	10.00
	Online Short Term Image Base Fee	NC NC
	Deposit Image Long Term Item per Item	0.002
	Check Image Viewing	NC NC
	Image Long-Term Viewing Fee	NC NC
	Online Check Image Per Item	NC NC
	Redeemed Image CD Rom Creation	15.00

AFP		
Code	Service Description	Per Item Fee
20 00 10	Account Reconciliation Full Recon Maintenance	20.00
20 00 20	Account Reconciliation Partial Recon Maintenance	15.00
20 01 10	Account Reconciliation Full Recon N/S Per Item	0.04
20 01 10	Account Reconciliation Full Payee Per Item	0.04
20 01 20	Account Reconciliation Partial Recon N/S Per Item	0.03
20 02 01	Account Reconciliation Daily Transmission Input Monthly Fee	25.00
25 00 00	Online ACH Batch Reversal Fee	2.50
25 01 00	ACH Originated Debit Item	0.04
25 01 01	ACH Originated Credit Item	0.04
25 02 00	Incoming ACH Debit Item	0.04
25 02 01	Incoming ACH Credit Item	0.04
25 03 02	ACH Return Items	1.50
25 07 01	Online Customer Activity Report	10.00
25 10 50	Electronic Payment Auth. Implementation Fee	NC
25 10 51	Electronic Payment Authorize Fee	5.00
25 10 53	ACH Payment Authorization Electronic Admin Fee	10.00
25 11 00	Online ACH Monthly Base Fee	10.00
30 01 02	Online EDI Remittance	10.00
35 01 00	Online Domestic Repeat Wire	7.00
35 03 00	Wire Transfers - Incoming	5.00
35 06 00	Online Wire Maintenance	10.00
40 00 02	Online BAI File Transfer Per Acct	10.00
40 00 02	Online Previous Day Report Acct	2.50
40 00 05	Online Intraday Report (\$10.00 per account)	10.00
40 01 10	Online BAI Per File Transfer Fee	5.00
40 02 10	Online Account Management	10.00
40 02 21	Online BAI File Transfer Per Detail	0.01
40 02 22	Online BAI2 Download	10.00
40 02 25	Online Intraday Detail Items	0.01
	Other Services	
	CSSD Key Capture Plus Monthly Fee	300.00
10 99 99	Remote Deposit Scanned Items	NC NC
15 13 50	Deposit Image Long Term Fee	10.00
15 13 51	CD Image Capture per Item	0.005
20 02 01	Account Daily Transmission of Paid Items CSSD	0.75
	ACH Monthly Fee	30.00
25 01 20	ACH Addenda Originated/Received	0.005
25 10 70	ACH NOC's	0.75
	ACH Data Transmission	5.00
	KTT Online International Repeat Wires	7.00
	WIC Exceptions	0.40
99 99 99	WIC Warrants Paid	0.075

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